

MEDICAL CENTERS MANAGEMENT COMPANY

Appendices

A member of Lakah Group



January 1999

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Appendix 1
Signature Mandate

SIGNATURE MANDATE

The following decisions have been taken unanimously to empower the authorities and to determine such authorities thereon.

Decree No.1: Limit of Authority**I. Board of Directors**

- a) Selling, buying or leasing any real estates, machinery, production facilities, automobiles, stocks of other companies conceptual and industrial rights, know-how and other goods.
- b) Mortgaging over the company real estates otherwise lifting any restrictions imposed thereon.
- c) To enter into credit facilities agreements with banks or any other financial institutions, and sign relevant documents.
- d) Execution of general power of attorney.
- e) Hiring and dismissal of staff and any document insuring changes in the laborers rights within the company.
- f) To open and operate bank accounts.
- g) To sign any declarations of tax returns and social security.
- h) To execute specific powers of attorney related to the execution of the business.
- i) Any other documents not included under the below given articles which charge the company with certain liabilities.

The above mentioned documents will be effective after having obtained the decision of the board of directors of the company in connection with such matter.

II. Group A

- a) To issue any proforma invoice, proposals and agreements to be submitted to the customers and leasing companies for an amount not exceeding 3.500.000 USD.
- b) Negotiation and execution of business transactions with customers and leasing companies.
- c) Execution of medical equipment sales and service contracts.
- d) To operate pre-approved bank credit facilities.
- e) To commit to buy back agreements for returns of sold goods where reimbursement exceeds 50% of the selling price of such returned goods.

The above mentioned documents will be effective after having affixed the company stamp and the signatures of two authorized persons included under Board of Directors and/or group (A)

III. Group (A) and (B)

- a) To operate bank accounts for transactions up to 1.000.000 USD.

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- b) To make buy back agreements for returns of the sold goods, with a cost value less than 50% of such returned goods value.
- c) Any decision for litigation in connection with customers and dealers.

The above mentioned documents will be effective after having affixed the company stamp and the joint signatures of one from group (A) and one from group (B).

IV. Group (B)

- a) To sign service agreements.
- b) To sign any documents and declarations in connection with customs formalities.
- c) To sign any correspondence to be serviced between the company and any public and private organizations.
- d) To sign any bank transfer orders and commercial transactions provided the conferred amount should not exceed 50.000 USD in any matter.

The above mentioned documents will be effective after having affixed the company stamp and the joint signatures of two authorized persons included under group (B).

Appendix 2

Communication Policy

COMMUNICATION POLICY

1. Within the Company

- 1.1 All inter-office communication will be performed in either English, or Arabic/English.
- 1.2 Designated employees will, at the discretion of management, have E-mail addresses. This type of communication will be preferred whenever it is possible and feasible.
- 1.3 Only the standard software installed by the Company will be used by Employees.
- 1.4 No games or software, not approved by the management, may in any circumstances be loaded by an Employee on to their designated computer or network.
- 1.5 No copies of any files or programs may be removed from the office without the prior approval of management.
- 1.6 Any break in this regulation will compel the Company to take a disciplinary action against the Employee.
- 1.7 Employees must use the designated forms of vacation, expenses...etc. to conduct daily business activities.

2. With the Customers

- 2.1 Employees must use the approved corresponding letters, fax, E-mail and envelopes, in a consistent manner, while communicating with the customers.
- 2.2 The use of the Company letterhead papers is restricted for business purposes correspondence only.

3. General

Signature of documents must be in accordance with the signature mandate.

Appendix 3

Dress Code

DRESS CODE POLICY

1. Employees represent the Company they work for.
2. Their appearance, professional conduct, actions and the impressions they make both during and after business hours are not only important to their Company's progress, but to the continuing development of both their and the Company's reputation.
3. Although strict standards for Dress Code and Personal Behavior are not stated, it is required that every Employee connected with the Company maintain a certain level of appearance, good taste good judgement and moderation at all times.
4. Wearing jeans is considered unsuitable during working hours.
5. Every Employee should be guided by the customs of the Business Community.

Appendix 4

Leave Policy

LEAVE POLICY**1. Paid Leaves****1.1 Annual Leaves**

1.1.1 The following regulations relating to paid annual leave will be applied for all Employees according to their years of continued service within the Company:

No. of Years	Annual Leaves	Incidental/year
1 st year – 5 th year	15 days	3
6th – 10 th years	20 days	3
More than 10 years	27 days	3

1.1.2 Annual leaves are calculated on working days basis.

1.1.3 Incidental leaves should neither be consecutive nor carried over to the following year.

1.1.4 Employees are not entitled to any annual leave until having completed at least 6 months employment within the Company.

1.1.5 The timing of the paid leaves will be arranged in a timely manner taking into consideration both the Employee's and Company's needs.

1.1.6 Annual Leaves must be planned and approved 60 days in advance.

1.1.7 Annual leaves can be carried over to the next year leaves. However, if not utilized by next year, will then become null and void with absolutely no recover.

1.1.8 Upon termination, the employee will be eligible for a lump sum payment for the accrued annual leave in accordance with article 1.1.7.

1.2 Sick Leaves

Sick leave of more than three days must be supported by a doctor's certificate or it will be charged to annual leave.

1.3 Others

All other paid leaves should be approved by the direct Supervisor and Next Level Management before stated vacation is to be given, except for public holidays which should be announced, by management, at the beginning of the year.

1.4 Application Form

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In all above cases, The Employee should present Application for leave form, signed by his direct Supervisor and next level management, to the Human Resources Dept 5 days prior to his vacation, except in case of incidental and sick leaves which must be reported within two days after return to work.

2. Unpaid Leaves

Unpaid leaves should be approved by direct Supervisor/Manager of the employee and it is left to the discretion of MCMC management to authorize such cases.

Appendix 5

Company Assets Policy

COMPANY ASSETS POLICY

1. In the event of the Company providing assets to designated Employees, such as:
 - 1.1 Tools and Test Instruments
 - 1.2 Computers
 - 1.3 Pagers
 - 1.4 Cellular Phones
2. The basis for the distribution of these assets will be the necessity of same for the Employee to perform his/her duties which is subject to management discretion.
3. All Employees will be responsible for the proper use and maintenance of the assets assigned to them.
4. In case of proven event of mistreatment, damage or loss of an asset assigned to the Employee, the Company reserves its right to take a disciplinary action against the Employee.

Appendix 6

Travel Policy

TRAVEL POLICY

1. The Company will provide cash advances to the Employees who travel for business purposes in order to cover all Company related travel and living expenses.
2. It is the Employee's responsibility to fill the Expense Report forms, in accordance with Company policies, within 5 days upon returning back from his/her trip. Expense Report forms should be approved by the Department Manager and the Finance Dept.
3. Employees must, within 5 days upon return from a business trip, reimburse cash advances exceeding the actual travel expenses stated in the Expense Report forms. No expenses will be reimbursed without original invoices.
4. All hotel and travel reservations must be done centrally in accordance with Company practice.
5. Employees may apply for an advance for any travel outside their base area and respective application must be approved by their supervisor/manager prior to his/her travel.
6. Employees requested to travel on business trips, either outside their base area for overnight trips, should be accommodated according to the following regulations:

	<u>Within Cairo</u>	<u>Out. Cairo</u>	<u>Intern.</u>
Grade A & B	2 stars htl	2 stars htl	N/A
Grade C to E	3 stars htl	3 stars htl	3 stars htl
Grade F to G	4 stars htl	4 stars htl	4 stars htl
Grade H and above	5 stars htl	5 stars htl	5 stars htl

N.B.: In the event of a particular hotel rating not being available, the employee may upgrade automatically to the next level.

7. Employees requested to travel on business trips outside base area/Egypt should comply to the following regulations:

	<u>Bus / Rail</u>	<u>Air</u>
Grade A & B	2 nd class	N/A
Grade C to E	1 st class	Economy class
Grade F to G	1 st class	Economy class
Grade H and above	1 st class	Economy class
Management team	1 st class	Business class

Appendix 6

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8. An employee's base area is considered to be an area having a radius of up to 100 km from their respective office.

Appendix 7

Per Diem Policy

PER DIEM POLICY**1. The Policy**

- 1.1. It is the intention of this policy to establish rules to regulate daily allowance to the Employee working outside the main or branch offices and travelling on behalf of the Company. These rules are an integral part of their employment by the Company.
- 1.2. This policy is valid within the sales territory of both Egypt and abroad.

2. Eligibility

Daily allowances are paid to the Employee under the following rules, and are calculated as shown in item 3:

2.1. Outside Base Area

The Employee who spends a continuous period of more than 10:00 hrs outside of base area, including travel time, is entitled for half a day reimbursement, while exceeding 10:00 hrs at customer site (in addition to over night stay), including travel time, is entitled for full day reimbursement.

2.2. Weekends

If the Employee (either within or outside their base area) works, with his superiors prior written approval, on weekends or official holidays, his per diem should be doubled.

2.3. International

Per Diem for international business trips is calculated on full day, paid in US Dollars, as a fixed amount including weekends.

2.4. Overtime

Overtime reimbursement is not within the Company policy.

3. Method of Per Diem Calculation

Daily allowances are calculated according to the following table:

	Within Base Area	Out. Base Area	International	
	(LE)	HD (LE)	FD (LE)	US\$
Grade A & B	10	20	35	N/A
Grade C to E	15	25	40	40
Grade F to G	20	30	60	50
Grade H and above	Actual	Actual		60

N.B: 1) The above rates do not include hotel accommodation, transportation fees (refer to Travel Policy), or communication.

2) During International trips, if lunch or dinner meals are included in hotel accommodation package or paid by the host, 15\$ per meal should be deducted from the Per Diem of the Employee.

3) During local trips, if lunch or dinner meals are included in hotel accommodation package or paid by the host, 15LE per meal should be deducted from the Per Diem of the Employee.

4. Appropriation

All per diem amounts will only be paid upon submitting all related and fully completed documentation including signed job cards and weekly time sheets. No amounts, except under extraordinary circumstances, will be paid if the submittal date exceeds 35 days from date of accrual.

5. Base Areas

An employee's base area is considered to be an area having a radius of up to 100 km from their respective office.

6. Special Cases

The management of the Company will rule special cases, which do not fall within these rules.

Appendix 8

Car Policy

CAR POLICY**1. The Policy**

- 1.1. It is the intention of this policy to establish rules to regulate car ownership to the Employees and these rules are an integral part of their employment with the Company.
- 1.2. This policy is valid only within the sales territory of Egypt.
- 1.3. This policy is subject to change at the discretion of the management of the Company.

2. Eligibility

- 2.1. The Employee having a grade C and above who is employed within the Company for a period exceeding one year is eligible to join the car policy scheme under the rules and regulations of the Car Policy.
- 2.2. Acceptance of the Employee's application remains at the discretion of the management.

3. Car Levels

There will be 2 levels for the Company cars, depending on job grades, with the following budgets:

<u>Grades</u>	<u>Budget</u>
Grade C to Grade G	(30,000 LE to 40,000 LE) max.1600 cc
Grade H and above	(50,000 LE to 60,000 LE) max.1800 cc

4. Car Type

The type of car remains at the discretion of management.

5. Sharing

- 5.1. The Company's share will be equal to 60 (sixty) % of the total price of the car while Employee's share will be equal to 40 (forty) % which should be settled in the form of installments deducted from his/her monthly salary.

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- 5.1. After a period of 4 years from joining the car scheme, the Employee will become the owner of the car.
- 5.2. The Employee will be eligible to apply for a new car only after a period of 3 years following the 4 years mentioned under clause 5.2.

6. Mode of Payment

- 6.1. Total price of the car includes the related financing charges and registration fees.
- 6.2. An amount equaling 40% of the total price as outlined under item 6.1 will be deducted from the Employee's salary on a monthly basis for a period of 48 months.
- 6.3. The first deduction will be from the month following the delivery of the car to the Employee.

7. Car Allowance

- 7.1. The Employee should use his/her car during business trips with unlimited distance whenever required.
- 7.2. The Company will pay an amount of 20 pt/business km as car allowance to the Employee who is granted a car according to the Car Policy. This amount should cover petrol, maintenance and replacement of any consumables such as tires...etc.
- 7.3. For those Employees who are not part of this scheme and wish to use their own cars the Company will undergo an assessment process for their cars, which if proven to be appropriate, the Company will pay an amount of 45 pt/business km as car allowance, covering gasoline, service cost and insurance. This amount should also cover comprehensive car insurance which is the responsibility of the Employee. Moreover, a vehicle log book must be kept by the Employee clearly indicating business km'setc.

8. Insurance

The Company will pay the fully comprehensive car insurance.

9. Cessation of a Car Policy

9.1.In the event of termination of the Car Policy due to the following reasons:

- 9.1.1 Withdrawal of Employee from external activities
- 9.1.2 Pension
- 9.1.3. Resignation
- 9.1.4 Extraordinary termination

The car must be returned to the Company. However, the Company will reimburse an amount equal to 25% of the total installments already settled by the Employee.

9.2.While in case of dismissal of Employee, the car must be returned to the Company, and the Company will reimburse an amount equal to 50% of the total installments already settled by the Employee.

9.3.In case of breaking of any of the conditions of rule 10, the car must be returned to the Company, and all relevant claims by the Employee become null and void.

10. General Rules

10.1.The following activities are strictly forbidden under the rules and regulations of the car scheme policy:

- a) Use of the car outside of Egypt.
- b) Any motor sports of any kind.
- c) Unusual load on the car.
- d) Any mistreatment of any nature that will endanger the car.
- e) Use of the car while under the effects of any intoxicating spirits or drugs.

In case of a proven event of the above, the Company reserves its right to terminate the Employee's membership of the car scheme policy and take disciplinary action against the Employee.

10.2.The Employee should report to the police authorities in case of accidents and it is his/her responsibility to obtain respective police report.

10.3. A log book indicating business KM's service and fueling must be kept by the Employee.

11. Special Cases

The management of the Company will rule special cases, which do not fall within these rules.

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12. Signature of Contract

Subsequent to management approval and according to the regulations stated in the car policy, the Employee is obliged to sign the respective Contract in accordance to Annex 1 of this policy.

CAR CONTRACT

This agreement is established as of by and between the two parties namely:

1. MCMC having its principle place of business at 68, Merghani St., Heliopolis, Cairo – A.R.E., (Hereinafter referred to as the "Company")

Represented by Mr.

2. Mr.\Mrs.....

I.D. No.: Issued from: on:

Address:

Title:

(Hereinafter referred to as the "Employee")

3. Introduction

Whereas the "Company" is willing to assist the "Employees" in carrying out their jobs in the most efficient and prominent way, the "Company" has decided to provide the "Employees" with private cars on credit terms, reserving "Company" rights for the ownership of such cars during the said period.

Therefore, in consideration of the above premises and mutual consensus hereinafter set forth, the two parties hereto agree as follows:

4. Basis of the Contract

The "Company" will grant a DAEWOO Lanos S vehicle model 98 1300 cc, air conditioned, assembled in Egypt, with the following details:

Chassis No.: Motor No.:

Plate No.: Color:

5. Mode of Payment

The total price of the vehicle is 39,500 LE (only thirty nine thousand five hundred Egyptian pounds) to be paid in the form of 25% down payment (to be settled by the "Company" in full) plus 48 monthly installments to be shared by both parties on the basis of 60% "Company" share and 40% "Employee" share calculated as follows:

- 5.1 "Company" share: 450 LE (Only four hundred and fifty LE)
- 5.2 "Employee" share: 440 LE (Only four hundred and forty LE)

Whereas by signing this contract, The "Employee" should accept the deduction of an amount equaling to 440 (only four hundred and forty Egyptian pounds) from his/her salary on a monthly basis for a period of 48 months.

6. Installments

The "Employee" is committed to settle the monthly installments, deducted from his/her monthly salary, starting from the month following the delivery of the car to him/her and throughout the agreed upon period, and is not entitled to settle the total installments in cash and claim ownership of the car prior to the agreed upon period.

7. Eligibility

The "Company" is committed, after the "Employee" has settled total installments of the car, to assign the agreed upon car to the "Employee" who should pay all related registration fees.

8. Expenses

The "Employee" should bear all expenses covering (maintenance, petrol, replacement of any consumables, fines....etc) in return of an amount of 20 pt/business Km trip granted by the "Company" as car allowance to the "Employee".

9. Car Usage

The "Employee" must not use the designated car except to conduct official business as requested by his/her supervisor/manager and for non business related private use. Any proven violation to such rules, the "Company" reserves its right to withdraw the car after informing the "Employee" in written. Under such circumstances, the "Employee" will not be eligible for any reimbursement.

10. Insurance and Registration Fees

The "Company" will pay the fully comprehensive car insurance as well as the registration fees of the car.

11. Termination

In the event of termination of the car agreement due to the following cases:

- 11.1 Pension or withdrawal of "Employee" from external activities, the "Company" will, at the discretion of management, reimburse an amount equal to 75% of the total installments already settled by the "Employee".
- 11.2 Resignation of "Employee", the "Company" will, at the discretion of management, reimburse an amount equal to 25% of the total installments already settled by the "Employee".
- 11.3 Dismissal of "Employee", the "Company" will, at the discretion of management, reimburse an amount equal to 50% of the total installments already settled by the "Employee".
- 11.4 However, in case of mistreatment of any kind to the car or violation to the rules stated under Article 10 in the Car Policy and Article 6 of this agreement, the car must be returned to the "Company", and all relevant claims by the "Employee" become null and void.
- 11.5 In all cases, the car must be returned to the "Company" in good condition.

12. Declaration

- 12.1 The "Employee" declares his sole responsibility for all anti civil/criminal law act that might occur to the car from the date of signing the contract and until the settlement of all installments, and has no right to claim for any reimbursement as a result of such incidents.
- 12.2 The "Employee" as well declares that he should be the sole user of the car.

13. Inspection

The "Employee" admits that he has examined the agreed upon car in full and has received it in good condition.

14. Separateness

In case any one, or more, of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this agreement.

15. Entire Agreement

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This agreement supersedes all prior discussions and writings and constitutes, together with the car scheme rules, the entire and only agreement concerning vehicle between the parties. This agreement may not be changed, altered or amended except under Article 7 above or by mutual consent of the parties in writing signed by duly authorized representatives.

16. Arbitration

Any dispute arising from this agreement shall be amicably and promptly settled upon consultation between the parties hereto. The parties agree that if an amicable settlement is not reached, any such dispute shall be settled in the courts of Cairo and the award shall be final and binding upon the two parties.

This Agreement is considered as an integral part of the Car Policy and is published in two originals.

The "Company"
MCMC

The "Employee"

By

By